

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In re:

TODD STASKAL
DAWN STASKAL
Debtor

CEDAR RAPIDS GRAIN SERVICE, INC.
Plaintiff

v.

TODD W. STASKAL
Defendant

CHAPTER 7
Case No.

L-89-00876-C

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

APR 27 1992

BARBARA A. EVERLY, CLERK

Adversary Proceeding No.
L-90-0052-C

JUDGMENT

This proceeding having come on for trial or hearing before the court, the Honorable MICHAEL J. MELLODY, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered,

IT IS ORDERED AND ADJUDGED: Judgment is entered in favor of the plaintiff, Cedar Rapids Grain Service, Inc., and against the defendant, Todd W. Staskal, for a nondischargeable debt of \$211,840.00 plus interest, at the federal judgment rate of 4.55%, from and after date of entry of judgment.

BARBARA A. EVERLY
Clerk of Bankruptcy Court

By: 
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]
Date of Issuance: April 27, 1992

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Chapter 7 BARBARA A. EVERLY, CLERK
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ADVERSARY NO.

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ORDER RE: CONTINUED PRETRIAL CONFERENCE


This matter came on for a continued pretrial conference on April 24, 1992. The plaintiff appeared by attorney Michael Mollman.


This Court had previously entered an order which provided that if the defendant did not appear at the final pretrial conference, an order of default would be entered against the defendant for the relief being sought by the plaintiff. The Court also ordered that the plaintiff was to file an affidavit indicating the exact amount the plaintiff was claiming to be a nondischargeable debt. The previous order provided that if the defendant had any dispute as to the issue of whether the debt is nondischargeable or as to the amount of the debt, the defendant must appear at the pretrial conference in order that the appropriate issues may be taken up and a trial date set.

The defendant did not appear at the hearing on April 24, 1992. Accordingly, it is appropriate an order of default enter at this time and the debt set forth in the affidavit filed by the plaintiff be determined to be a nondischargeable debt. The plaintiff did indicate at the hearing on April 24, 1992, that the plaintiff would waive any interest up to and including the date of the entry of judgment. Interest shall accrue thereafter at the federal judgment rate.

IT IS THEREFORE ORDERED judgment shall enter in favor of the plaintiff, Cedar Rapids Grain Service, Inc., and against the defendant, Todd W. Staskal, for a nondischargeable debt of \$211,840, plus interest, at the federal judgment rate of 4.55%, from and after date of entry of judgment.

DONE AND ORDERED this 27th day of April, 1992.


MICHAEL J. MELLOTT
Chief Bankruptcy Judge

Copies to: (w/judgment)
Steve Howes,
Atty for Plaintiff; (former)
Michael Mollman,
Atty for Plaintiff (C.R. Grain)
Todd W. Staskal, by
certified mail, return
receipt requested;
U.S. Trustee;
this April 27, 1992

Deputy Clerk
P.O. Box 74890
Cedar Rapids, Iowa 52407